



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/415,507	10/08/1999	MUKESH DALAL	020431.0562	4917

7590 01/02/2002

BAKER & BOTTS L L P
2001 ROSS AVENUE
DALLAS, TX 752012980

EXAMINER

BACHNER, REBECCA M

ART UNIT

PAPER NUMBER

2163

DATE MAILED: 01/02/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

TR

Office Action Summary

Application No.

09/415,507

Applicant(s)

DALAL, MUKESH

Examiner

Rebecca M Bachner

Art Unit

2163

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 October 1999.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 08 October 1999 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ 6) ☐ Other: _____

Detailed Action

This is a first office action on the merit. Claims 1-32 are pending.

Drawings

1. Drawings are objected to by the draftsman in the enclosed Form 948. A proposed drawing correction or corrected drawings are required in reply to the Office Action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.

Claim Rejections - 35 USC § 102

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

3. Claims 1-32 are rejected under 35 U.S.C. 102(e) as being clearly anticipated by Kennedy et al.

As per claim 1, Kennedy et al. discloses a system for optimizing a request-promise workflow, the system comprising: a first entity operable to produce one or more supplies; and optimize its production of the supplies to generate a promise for the supplies (see figure 1, and column 3, lines 60-65, through column 4, lines 1-17, the

Art Unit: 2163

seller negotiates with the buyer and generates a promise for supplies, this promise would be optimal for the seller);

a second entity operable to: optimize its production of a demand to generate a request for the supplies; communicate the request to the first entity (see figure 1, and column 3, lines 60-65, through column 4, lines 1-17, the buyer can generate an optimal request for supplies to the seller);

receive a promise for the supplies from the first entity based on the request (see column 4, lines 41-46, the seller may issue a promise to the buyer); and

reoptimize its production of the demand to generate a new request if the promise does not satisfy the request (see figure 1, and column 4, lines 25-34, the buyer can issue a new optimal request to the seller).

As per claim 2, Kennedy et al. discloses all the limitations of the system of claim 1, further comprising a communication link operable to convey information between the first entity and the second entity (see figure 1, and column 3, lines 49-67, the computer system uses the negotiation engine as a communication link between the seller and the buyer).

As per claim 3, Kennedy et al. discloses all the limitations of the system of claim 1, wherein the second entity is further operable to repeat the following steps until the promise satisfies the request (see figure 2):

Art Unit: 2163

optimizing its production of a demand to generate a request for the supplies;
communicating the request to the first entity (see column 3, lines 60-65, through column 4, lines 1-14, the buyer requests supplies to the seller);

receiving a promise for the supplies from the first entity based on the request
(see column 4, lines 41-45, the seller can issue a promise); and

reoptimizing its production of the demand to generate a new request if the
promise does not satisfy the request (see column 4, lines 25-34, the buyer can generate
a new request).

As per claim 4, Kennedy et al. discloses the system of claim 1, wherein the first
entity is further operable to optimize its production of the supplies independently of the
second entity; and the second entity is further operable to optimize its production of the
demand independently of the first entity (see column 6, lines 25-42, both the buyer and
the seller requests are optimal independent of one another).

As per claim 5, Kennedy et al. discloses all the limitations of the system of claim
1, wherein the request comprises a first request for a first supply and a second request
for a second supply; and the promise comprises a first promise for the first supply and a
second promise for the second supply (see figure 1, and column 3, lines 8-19, and 60-
65, through column 4, lines 1-17, 41-46, the seller and buyer negotiate to generate a
request for supplies from the buyer and a promise for supplies from the seller, the buyer

Art Unit: 2163

can make two separate requests for supplies and the seller can respond with two different promises).

As per claim 6, Kennedy et al. discloses all the limitations of the system of claim 5, wherein the second promise does not satisfy the second request; and the second entity is further operable to optimize its production to generate a new request using the second promise as a constraint (see figure 2, column 4, lines 7-13, and column 6, lines 25-42, a new request is generated, it uses the promise to generate the new request).

As per claim 7, Kennedy et al. discloses all the limitations of the system of claim 1, wherein: the request comprises a bundled request for at least two supplies to produce the demand (see column 3, lines 8-14, and column 4, lines 25-34, the request from the buyer can comprise more than one supply);

the promise in response to the bundled request comprises a first promise, a second promise, and a culprit identifying the second promise as the cause for not satisfying the bundled request (see column 3, lines 8-14, and column 14, lines 52-67, through all of columns 15 and 16, the seller can issue promises in response to the bundled request, the system identifies why a promise was not satisfied); and

the second entity is operable to reoptimize its production to generate a new request using the second promise as a constraint (see figure 2, column 5, lines 21-25, and column 6, lines 25-42, the new request from the buyer will be optimal and will use the old promise as a constraint).

As per claim 8, Kennedy et al. discloses all the limitations of the system of claim 1, wherein the promise comprises an optimization objective and a promise constraint; and the second entity is operable to reoptimize its production to generate a new request using the promise constraint and the optimization objective (see figure 2, column 4, lines 25-55, and column 6, lines 25-42, the promise and the request are optimized using the promise as a constraint).

As per claim 9, Kennedy et al. discloses all the limitations of the system of claim 1, wherein the second entity is operable to generate a request in accordance with one or more internal resources (see column 4, lines 25-34, and column 14, lines 7-11, the second entity can generate a request and this request can made in accordance with a variety of different factors including internal resources).

As per claim 10, Kennedy et al. discloses the system of claim 1, wherein the second entity is operable to communicate a demand promise to a client if the promise satisfies the request (see figure 2, and column 4, lines 48-55, after the seller communicates a satisfactory promise, the buyer can communicate a demand promise).

As per claim 11, Kennedy et al. discloses a method for optimizing a request-promise workflow, the method comprising: establishing a demand, wherein one or more supplies are needed to satisfy the demand; assuming that the supplies are

unlimited; optimizing the production of the demand to generate a request for the supplies needed to satisfy the demand (see figure 1, and column 3, lines 60-65, through column 4, lines 1-17, the seller negotiates with the buyer and generates a promise for supplies, this promise would be optimal for the seller);

communicating the request to a supplier (see figure 1, and column 3, lines 60-65, through column 4, lines 1-17, the buyer can generate an optimal request for supplies to the seller);

receiving a promise from the supplier (see column 4, lines 41-46, the seller may issue a promise to the buyer);

determining whether the promise satisfies the request; and if the promise does not satisfy the request, reoptimizing the production of the demand to generate a new request (see figure 1, and column 4, lines 25-34, the buyer can issue a new optimal request to the seller).

As per claim 12, Kennedy et al. discloses all the limitations of the method of claim 11, further comprising repeating the following steps until the promise satisfies the request: optimizing the production of the demand to generate a request for the supplies needed to satisfy the demand; communicating the request to a supplier (see column 3, lines 60-65, through column 4, lines 1-14, the buyer requests an optimal number of supplies from the seller);

receiving a promise from the supplier; determining whether the promise satisfies the request (see column 4, lines 41-45, the seller can issue a promise); and

if the promise does not satisfy the request, reoptimizing the production of the demand to generate a new request (see column 4, lines 25-34, the buyer can generate a new request).

As per claim 13, Kennedy et al. discloses all the limitations of the method of claim 11, wherein: the request comprises a first request for a first supply and a second request for a second supply; and the promise comprises a first promise for the first supply and the second promise for a second supply (see figure 1, and column 3, lines 8-19, and 60-65, through column 4, lines 1-17, 41-46, the seller and buyer negotiate to generate a request for supplies from the buyer and a promise for supplies from the seller, the buyer can make two separate requests for supplies and the seller can respond with two different promises).

As per claim 14, Kennedy et al. discloses all the limitations of the method of claim 13, wherein the second promise does not satisfy the second request; and the step of reoptimizing the production of the demand to generate a new request further comprises using the second promise as a constraint (see figure 2, column 4, lines 7-13, and column 6, lines 25-42, a new request is generated, it uses the new information to generate the new request).

As per claim 15, Kennedy et al. discloses all the limitations of the method of claim 11, wherein: the request comprises a bundled request having a first request for a

first supply and a second request for a second supply (see column 3, lines 8-14, and column 4, lines 25-34, the request from the buyer can comprise more than one supply); and

the promise comprises a first promise, a second promise, and a culprit identifying the second promise as the cause for not satisfying the bundled request (see column 3, lines 8-14, and column 14, lines 52-67, through all of columns 15 and 16, the seller can issue a bundled promise, the system identifies why a promise was not satisfied).

As per claim 16, Kennedy et al. discloses all the limitations of the method of claim 15, wherein the step of reoptimizing the production of the demand to generate a new request further comprises using the second promise as a constraint (see figure 2, column 4, lines 7-13, and column 6, lines 25-42, a new request is generated, it uses the new information to generate the new request).

As per claim 17, Kennedy et al. discloses all the limitations of the method of claim 15, wherein the bundled request comprises the supplies required for one demand (see column 3, lines 8-19, and column 4, 25-34, the buyer can request more than one supply to meet its demand).

As per claim 18, Kennedy et al. discloses all the limitations of the method of claim 11, wherein: the promise comprises an optimization objective and a promise constraint; and the step of reoptimizing the production of the demand to generate a new

request further comprises using the promise constraint and the optimization objective (see figure 2, column 4, lines 25-55, and column 6, lines 25-42, the promise and the request are optimized using the promise as a constraint).

As per claim 19, Kennedy et al. discloses all the limitations of the method of claim 11, wherein: the step of optimizing the production of the demand to generate a request of the supplies needed to satisfy the demand further comprises generating the request in accordance with one or more internal resources (see column 3, lines 8-14, column 4, lines 25-34, and column 14, lines 7-11, the request from the buyer will be made to satisfy the demand and will be in accordance with factors such as internal resources); and

the step of reoptimizing the production of the demand to generate a new request further comprises generating the new request in accordance with one or more internal resources (see figure 2, column 5, lines 21-25, column 6, lines 25-42, and column 14, lines 7-11, the new request from the buyer will be in accordance with a other factors such as internal resources).

As per claim 20, Kennedy et al. discloses all the limitations of the method of claim 11, wherein determining whether the promise satisfies the request comprises determining whether the promise falls within an acceptable range (see column 6, lines 56-59, in order for an acceptance, the promise and request must fall within an acceptable range).

As per claim 21, Kennedy et al. discloses all the limitations of the method of claim 11, further comprising communicating a demand promise to a client if the promise satisfies the request (see figure 2, and column 4, lines 48-55, after the seller communicates a satisfactory promise, the buyer can communicate a demand promise).

As per claim 22, Kennedy et al. discloses a method for optimizing a request-promise workflow, the method comprising: establishing a demand, wherein one or more supplies are needed to satisfy the demand; assuming that the supplies are unlimited; optimizing the production of the demand to generate a first request for a first supply and a second request for a second supply needed to satisfy the demand; communicating the first request to a first supplier; communicating the second request to a second supplier (see figure 1, and column 3, lines 60-65, through column 4, lines 1-17, the buyers can generate optimal requests for supplies to the sellers);

receiving a first promise for the first supply from the first supplier; receiving a second promise for the second supply from the second supplier (see column 4, lines 41-46, the seller may issue a promise to the buyer);

determining whether the first promise satisfies the first request; determining whether the second promise satisfies the second request; and if the first promise does not satisfy the first request or the second promise does not satisfy the second request, reoptimizing the production of the demand to generate a new first request and a new

second request (see figure 1, and column 4, lines 25-34 , the buyer can issue a new optimal request to the seller).

As per claim 23, Kennedy et al. discloses all the limitations of the method of claim 22, further comprising repeating the following steps until the first promise satisfies the first request and the second promise satisfies the second request (see figure 2):

optimizing the production of the demand to generate a first request for a first supply and a second request for a second supply needed to satisfy the demand; communicating the first request to a first supplier; communicating the second request to a second supplier (see column 3, lines 60-65, through column 4, lines 1-14, the buyers issue requests to the suppliers);

receiving a first promise for the first supply from the first supplier; receiving a second promise for the second supply from the second supplier (see column 4, lines 41-45, the sellers issue promises to the buyers);

determining whether the first promise satisfies the first request; determining whether the second promise satisfies the second request; and if the first promise does not satisfy the first request or the second promise does not satisfy the second request, reoptimizing the production of the demand to generate a new first request and a new second request (see column 4, lines 25-34, the buyers can generate new requests).

As per claim 24, Kennedy et al. discloses all the limitations of the method of claim 22, wherein: the second promise does not satisfy the second request; and the step of reoptimizing the production of the demand to generate a new first request and a

new second request further comprises using the second promise as a constraint (see figure 2, column 4, lines 7-13, and column 6, lines 25-42, a new request is generated, it uses the promise to generate the new request).

As per claim 25, Kennedy et al. discloses all the limitations of the method of claim 22, wherein the request comprises a bundled request for one or more supplies required for one demand (see column 3, lines 8-19, and column 4, 25-34, the buyer can request more than one supply to meet its demand).

As per claim 26, Kennedy et al. discloses all the limitations of the method of claim 25, wherein the request further comprises a sub-bundled request for the supplies supplied by the first supplier (see column 3, lines 8-14, and column 4, lines 25-34, the request from the buyer to the seller can comprise more than one supply).

As per claim 27, Kennedy et al. discloses all the limitations of the method of claim 26, further comprising: receiving a first promise for the first supply from the first supplier, wherein the first promise comprises a culprit identifying a culprit promise that does not satisfy the sub-bundled request (see column 3, lines 8-14, and column 14, lines 52-67, through all of columns 15 and 16, the seller can issue a bundled promise, the system identifies why a promise was not satisfied); and

reoptimizing the production of the demand to generate a new first request and a new second request using the culprit promise as a constraint. (see figure 2, column 5,

lines 21-25, and column 6, lines 25-42, the new request from the buyer will use the old promise as a constraint).

As per claim 28, Kennedy et al. discloses all the limitations of the method of claim 26, further comprising: receiving a first promise for the first supply from the first supplier, wherein the first promise comprises a first culprit promise that does not satisfy a first sub bundled request (see column 3, lines 8-14, and column 14, lines 52-67, through all of columns 15 and 16, the seller can issue a bundled promise, the system identifies why a promise was not satisfied);

receiving a second promise for the second supply from the second supplier, wherein the second promise comprises a second culprit promise that does not satisfy a second sub-bundled request, wherein the second sub bundled promise is larger than the first sub-bundled promise (see column 3, lines 8-14, and column 14, lines 52-67, through all of columns 15 and 16, the seller can issue a bundled promise, the system identifies why a promise was not satisfied);

reoptimizing the production of the demand to generate a new first request and a new second request using the first culprit promise as a constraint (see figure 2, column 5, lines 21-25, and column 6, lines 25-42, the new request from the buyer will be optimal and will use the old promise as a constraint).

As per claim 29, Kennedy et al. discloses all the limitations of the method of claim 22, wherein: the first promise comprises an optimization objective and a promise

constraint; and the step of reoptimizing the production of the demand to generate a new first request and a new second request further comprises using the promise constraint and the optimization objective (see figure 2, column 4, lines 25-55, and column 6, lines 25-42, the promise and the request are optimized using the promise as a constraint).

As per claim 30, Kennedy et al. discloses all the limitations of the method of claim 22, wherein: the step of optimizing the production of the demand to generate a first request for a first supply and a second request for a second supply needed to satisfy the demand further comprises generating the first request in accordance with one or more internal resources (see column 3, lines 8-14, column 4, lines 25-34, and column 14, lines 7-11, the request from the buyer will be made to satisfy the demand and will be in accordance with factors such as internal resources); and

the step of reoptimizing the production of the demand to generate a new first request and a new second request further comprises generating the new first request and a new second request in accordance with one or more internal resources (see figure 2, column 5, lines 21-25, column 6, lines 25-42, and column 14, lines 7-11, the new request from the buyer will be in accordance with other factors such as internal resources).

As per claim 31, Kennedy et al. discloses all the limitations of the method of claim 22, wherein determining whether the first promise satisfies the first request comprises determining whether the first promise falls within an acceptable range (see

Art Unit: 2163

column 6, lines 56-59, in order for an acceptance, the promise and request must fall within an acceptable range).

As per claim 32, Kennedy et al. discloses all the limitations of the method of claim 22, further comprising communicating a demand promise to a client if the first promise satisfies the first request and the second promise satisfies the second request (see figure 2, and column 4, lines 48-55, after the seller communicates a satisfactory promise, the buyer can communicate a demand promise).

4. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Conklin et al. (P.N. 6,141,653) discusses a system with a negotiations engine for bargaining between buyers and sellers.

Smirnov et al. (P.N. 6,321,133) discusses a method for an order promising workflow system in a manufacturing environment.

5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Rebecca Bachner whose telephone number is 703-305-1872. The examiner can normally be reached Monday - Friday from 8:00am to 4:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz, can be reached at 703-305-9643.


The fax numbers for the organization where this application or proceeding is assigned are as follows:

703-746-7238 [After Final Communication]

703-746-7239 [Official Communications]

703-746-7240 [For status inquiries, draft communication]

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.


Kyle Choi
Patent Examiner
Art Unit 2163

RMB
December 28, 2001